

<i>SERFF Tracking Number:</i>	<i>BEAZ-125296037</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026156</i>
<i>Company Tracking Number:</i>	<i>BICI0027-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>Employment Practices Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0027</i>		

## Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Employment Practices Liability SERFF Tr Num: BEAZ-125296037 State: Arkansas

Insurance Program

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: AR-PC-07-026156

Made/Occurrence

Sub-TOI: 17.0010 Employment Practices

Co Tr Num: BICI0027-AR

State Status:

Liability

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith  
Roberts, Brittany Yielding

Authors: Nancy Wilson, Renata  
Wright, Laura Maragnano, Evelyn

Disposition Date: 10/02/2007

Perran

Date Submitted: 09/21/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: BICI0027

Domicile Status Comments: filed  
simultaneously

Reference Organization: n/a

Reference Number: n/a

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 10/02/2007

State Status Changed: 09/21/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See cover letter for additional information.

## Company and Contact

SERFF Tracking Number: BEAZ-125296037 State: Arkansas  
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-026156  
 Company Tracking Number: BICI0027-AR  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability  
 Product Name: Employment Practices Liability Insurance Program  
 Project Name/Number: /BICI0027

### Filing Contact Information

Renata Wright, Sr. Compliance Analyst renata.wright@beazley.com  
 30 Batterson Park Road (860) 677-3737 [Phone]  
 Farmington, CT 06032 (860) 679-0247[FAX]

### Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut  
 30 Batterson Park Road Group Code: Company Type: Property and  
 Casualty  
 Farmington, CT 06032 Group Name: N/A State ID Number:  
 (860) 677-3700 ext. [Phone] FEIN Number: 04-2656602  
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### Filing Fees

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$0.00	09/21/2007	

SERFF Tracking Number: BEAZ-125296037 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-026156  
Company Tracking Number: BICI0027-AR  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability  
Product Name: Employment Practices Liability Insurance Program  
Project Name/Number: /BICI0027

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/02/2007	10/02/2007

*SERFF Tracking Number:*      *BEAZ-125296037*      *State:*      *Arkansas*  
*Filing Company:*      *Beazley Insurance Company, Inc.*      *State Tracking Number:*      *AR-PC-07-026156*  
*Company Tracking Number:*      *BICI0027-AR*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0010 Employment Practices Liability*  
*Product Name:*      *Employment Practices Liability Insurance Program*  
*Project Name/Number:*      */BICI0027*

## **Disposition**

Disposition Date: 10/02/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125296037 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-026156

Company Tracking Number: BICI0027-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability

Product Name: Employment Practices Liability Insurance Program

Project Name/Number: /BICI0027

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	WAGE AND HOUR ENHANCEMENT ENDORSEMENT	Approved	Yes
Form	WAGE AND HOUR ENHANCEMENT ENDORSEMENT (WITH JOINT EMPLOYER EXCLUSION)	Approved	Yes
Form	WAGE AND HOUR COVERAGE ENHANCEMENT SUPPLEMENTAL APPLICATION	Approved	Yes
Form	WAGE AND HOUR COVERAGE ENHANCEMENT LOSS HISTORY SUPPLEMENTAL APPLICATION	Approved	Yes

SERFF Tracking Number: BEAZ-125296037 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-026156

Company Tracking Number: BICI0027-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability

Product Name: Employment Practices Liability Insurance Program

Project Name/Number: /BICI0027

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	WAGE AND HOUR ENHANCEMENT ENDORSEMENT	BICEP0618	0707	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BICEP05791106 Previous Filing #: BICI0001-AR		BICEP06180707.pdf
Approved	WAGE AND HOUR ENHANCEMENT ENDORSEMENT (WITH JOINT EMPLOYER EXCLUSION)	BICEP0619	0707	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BICEP05801106 Previous Filing #: BICI0001-AR		BICEP06190707.pdf
Approved	WAGE AND HOUR COVERAGE ENHANCEMENT SUPPLEMENTAL APPLICATION	F00001	082007	Application/Replacement Binder/Endowment	Replaced Form #:0.00 BICMG10020107 Previous Filing #: BICI0001-AR		F00001082007ed.pdf
Approved	WAGE AND HOUR COVERAGE ENHANCEMENT LOSS HISTORY SUPPLEMENTAL APPLICATION	F00002	082007	Application/New Binder/Endowment		0.00	F00002082007ed.pdf

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**WAGE AND HOUR ENHANCEMENT ENDORSEMENT <SUBLIMIT>**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Notwithstanding Section II. WHAT IS NOT COVERED, Exclusions E., the Insurer agrees to provide **Defense Costs** coverage for **Wage and Hour Claims**.

For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law**.

The Insurer's maximum aggregate limit of liability pursuant to this endorsement shall be **<SUBLIMIT>** and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability identified in Item 4(d) of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limits of Liability identified in Items 4 (a) - 4 (d) of the Declarations.

As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Insured Events**, the **<SUBLIMIT>** Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Section I. WHAT IS COVERED, Defense D., the limit of liability stated in Item 4.(d) shall apply to Loss, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Insured Events**.

2. This policy does not cover any **Wage and Hour Claim**, or that portion of any **Claim** that alleges violations of any **Wage and Hour Law** if any **Insured** who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware of the violations of the **Wage and Hour Law** by actual knowledge prior to the inception date in Item 2 of the Declarations.
3. In excess of the applicable Deductible and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk **<percentage>**% of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or by multiple claimants or in multiple plaintiff suits arising out of related **Insured Events**, and the Insurer's liability shall apply only to the remaining percentage of such **Defense Expenses**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative



Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**WAGE AND HOUR ENHANCEMENT ENDORSEMENT**  
**(WITH JOINT EMPLOYER EXCLUSION AND <SUBLIMIT>)**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Notwithstanding Section II. WHAT IS NOT COVERED, Exclusions E., the Insurer agrees to provide **Defense Costs** coverage for **Wage and Hour Claims**.

For purposes of this endorsement, **Wage and Hour Claim** shall mean any **Claim** solely alleging violations of any **Wage and Hour Law**.

The Insurer's maximum aggregate limit of liability pursuant to this endorsement shall be **<SUBLIMIT>** and shall only apply to **Defense Costs** ("the Wage and Hour Limit"). The Wage and Hour Limit shall be part of, and not in addition to, the Limit of Liability identified in Item 4(d) of the Declarations. In no event shall the Wage and Hour Limit apply to **Loss** other than **Defense Costs** incurred in connection with **Wage and Hour Claims** and in no event shall the Insurer be obligated to pay more than the Limits of Liability identified in Items 4 (a) - 4 (d) of the Declarations.

As respects coverage for **Claims** that allege violations of any **Wage and Hour Law** and also contain allegations of otherwise covered **Insured Events**, the **<SUBLIMIT>** Wage and Hour Limit shall apply to those **Defense Costs** attributable solely to that portion of the **Claim** alleging violations of any **Wage and Hour Law**. Notwithstanding the provision of Section I. WHAT IS COVERED, Defense D., the limit of liability stated in Item 4.(d) shall apply to Loss, including **Defense Costs**, attributable solely to that portion of such **Claim** alleging the covered **Insured Events**.

2. This policy does not cover any **Wage and Hour Claim**, or that portion of any **Claim** that alleges violations of any **Wage and Hour Law** if any **Insured** who is a principal, partner, officer, director, trustee, in-house counsel, **Employee(s)** within the HR or Risk Management department or **Employee(s)** with personnel and risk management responsibilities was aware of the violations of the **Wage and Hour Law** by actual knowledge prior to the inception date in Item 2 of the Declarations.
3. This policy does not cover that portion of any **Claim** alleging violation of any **Wage and Hour Law** which also alleges that the **Insured** is a joint employer or responsible as an employer for an employee of another entity that is not an **Insured**.
4. In excess of the applicable Deductible and subject to the Wage and Hour Limit, the **Insureds** shall bear uninsured and at their own risk **<percentage>**% of **Defense Costs** resulting from any **Wage and Hour Claim** brought as a class action (whether certified or not) or by multiple claimants or in multiple plaintiff suits arising out of related **Insured Events**, and the Insurer's liability shall apply only to the remaining percentage of such **Defense Expenses**.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

## WAGE AND HOUR COVERAGE ENHANCEMENT SUPPLEMENTAL APPLICATION

**NOTICE TO NEW YORK APPLICANTS:** The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss.

**NOTICE TO MINNESOTA APPLICANTS:** The Policy for which this Application is made is a claims made and reported Policy subject to its terms. This Policy applies only to any Claim first made against the Insureds during the Policy Period or the extended reporting period, if purchased, provided such Claim is reported to the Insurer or the Insurer's agent or broker as provided in the Policy. Only Claims actually made during the Policy Period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is not made available the Insured risk's having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available the Insured may be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for Wrongful Acts committed before a fixed retroactive date. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as Defense Costs shall reduce and may exhaust the applicable Limits of Liability and are subject to the Retentions.

**NOTICE TO ALL OTHER APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

### INSTRUCTIONS:

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.
- 2) Application must be dated and have an authorized signature.
- 3) PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.

**ORGANIZATIONAL INFORMATION:**

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Web Address \_\_\_\_\_

	Yes	No
1. Do any exempt employees receive a salary of less than \$455 per week?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do all exempt management personnel, as part of their primary duties:		
a) have direct management control over at least 2 employees?	<input type="checkbox"/>	<input type="checkbox"/>
b) have authority to hire and fire or to make recommendations on hiring and firing?	<input type="checkbox"/>	<input type="checkbox"/>
c) spend less than 50% of their time supervising employees?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do all exempt administrative personnel, as part of their primary duties, have authority to make some independent decisions (e.g. sign contracts, bind the Applicant, hire/fire)?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do all exempt outside sales personnel get paid on a commission or partial commission basis?	<input type="checkbox"/>	<input type="checkbox"/>
5. Do any non-exempt employees get paid less than minimum wage, including but not limited to, those with the expectation that the difference will be made up by gratuities, commissions or piece rate?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are any non-exempt personnel not paid for any time that they are required to be on Applicant's premises (i.e., putting on or removing uniforms or equipment) or traveling at Applicant's direction?	<input type="checkbox"/>	<input type="checkbox"/>
7. Do any non-exempt employees receive reduced hours in exchange for working more than 40 hours in one week in lieu of overtime pay?	<input type="checkbox"/>	<input type="checkbox"/>
8. If Applicant has independent contractors, do they:		
a) work under the direct supervision and control of Applicant employees?	<input type="checkbox"/>	<input type="checkbox"/>
b) use equipment or tools supplied by Applicant?	<input type="checkbox"/>	<input type="checkbox"/>
c) receive company benefits?	<input type="checkbox"/>	<input type="checkbox"/>
d) wear company uniform?	<input type="checkbox"/>	<input type="checkbox"/>
e) have a mandate to attend company meetings?	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
9. Does Applicant contract with an outside company for services to be performed on Applicant's premises by that company's employees?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is there a written indemnity agreement holding Applicant harmless for any wage and hour violations?	<input type="checkbox"/>	<input type="checkbox"/>
10. Does Applicant audit or review its wage and hour practices to ensure compliance with state and federal laws; including classification of exempt / non-exempt Employees, how overtime is calculated, and meal and rest break periods?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is an attorney involved and how frequent are the audits?		
11. Does Applicant retain payroll records for the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
12. Does Applicant track the number of hours of salaried employees for payroll purposes?	<input type="checkbox"/>	<input type="checkbox"/>
13. Has Applicant changed the status of any non-exempt job category to exempt in the last 4 years? If yes, please provide details.	<input type="checkbox"/>	<input type="checkbox"/>
14. Does Applicant maintain job descriptions for each employee at each location and periodically review them against the employee's actual job duties?	<input type="checkbox"/>	<input type="checkbox"/>
15. Does Applicant regularly review job descriptions and update them with the assistance of an attorney?	<input type="checkbox"/>	<input type="checkbox"/>
16. For any non-exempt employees that are required to be on-call or stand-by to the extent that they are restricted from doing their normal activities (ie, must stay within a 3 mile radius from work), are they compensated for this time?	<input type="checkbox"/>	<input type="checkbox"/>
17. Have any losses, lawsuits, administrative proceedings, including audits, investigations, or reviews by the Department of Labor or similar state agencies, including but not limited to the California Department of Industrial Relations, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violation of or investigating compliance with any wage and hour law, including but not limited to the California Labor Code? If yes, please provide details.	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned declares that the statements set forth herein are true and include all material information. The undersigned agrees that if the information supplied in this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Insurer in issuing any Policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the Policy if issued. This paragraph does not apply in the states of Utah and Wisconsin.

NOTE TO UTAH AND WISCONSIN RESIDENTS: All written statements and materials furnished to the Insurer in conjunction with this Application are made a part hereof provided this Application and such materials are attached to the Policy at the time of its delivery.

#### WARNING TO ALL APPLICANTS

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

The individual signing below is signing on behalf of the Applicant for this insurance and is authorized to do so.

_____ Date	_____ Signature of a Principal, Partner or Executive Officer
	_____ Printed Name and Title

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and Florida license number. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

If this Supplemental Application is completed in Wisconsin, please note the following:

- If the Insured cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any Claim under the Policy is reported to the Insurer on or before the date of cancellation.
- An extended reporting period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

## WAGE AND HOUR COVERAGE ENHANCEMENT LOSS HISTORY SUPPLEMENTAL APPLICATION

**NOTICE TO NEW YORK APPLICANTS:** The Policy for which this Application is made is a claims made Policy. Upon termination of coverage for any reason, a 60-day automatic extension period will apply. For an additional premium, an extended reporting period can be purchased as indicated in the Policy. Except as otherwise provided herein, the Policy only applies to Claims first made during the Policy Period, the automatic extension period or, if applicable, the extended reporting period. No coverage exists for Claims made after the end of the Policy Period and the automatic extension period except to the extent the extended reporting period applies. No coverage will exist after the expiration of the automatic extension period or, if purchased, the extended reporting period, which may result in a potential coverage gap if prior acts coverage is not subsequently provided by the other insurer. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the Insured can expect substantial annual premium increases, independent of overall rate increases, until the claims-made relationship reaches maturity. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by Defense Costs and Defense Costs shall be applied to the Retention. The Insurer is not obligated to pay any loss, including Defense Costs, after the Limit of Liability has been exhausted by payment of Loss.

**NOTICE TO MINNESOTA APPLICANTS:** The Policy for which this Application is made is a claims made and reported Policy subject to its terms. This Policy applies only to any Claim first made against the Insureds during the Policy Period or the extended reporting period, if purchased, provided such Claim is reported to the Insurer or the Insurer's agent or broker as provided in the Policy. Only Claims actually made during the Policy Period are covered unless coverage for an extended reporting period is purchased. If an extended reporting period is not made available the Insured risk's having gaps in coverage when switching from one company to another. Moreover, even if such a reporting period is made available the Insured may be personally liable for claims reported after the period expires. Claims made policies may not provide coverage for Wrongful Acts committed before a fixed retroactive date. Rates for claims made policies are discounted in the early years of a policy, but increase steadily over time. Amounts incurred as Defense Costs shall reduce and may exhaust the applicable Limits of Liability and are subject to the Retentions.

**NOTICE TO ALL OTHER APPLICANTS:** THE POLICY FOR WHICH THIS SUPPLEMENTAL APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, SUCH POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE POLICY TERMS. DEFENSE COSTS SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE INSURER IS NOT LIABLE FOR DEFENSE COSTS OR ANY JUDGMENT OR SETTLEMENT ONCE THE LIMIT OF LIABILITY IS EXHAUSTED BY DEFENSE COSTS OR OTHER LOSS. THE APPLICATION, ITS ATTACHMENTS AND THIS SUPPLEMENTAL APPLICATION ARE HEREBY ATTACHED AND MADE A PART OF THIS POLICY.

### INSTRUCTIONS:

- 1) Answer all questions (if not applicable, show N/A) and attach all additional information/explanations as required.
- 2) Application must be dated and have an authorized signature.
- 3) PLEASE READ STATEMENTS AT END OF APPLICATION CAREFULLY.



## ORGANIZATIONAL INFORMATION:

Applicant Name \_\_\_\_\_

Principal Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Web Address \_\_\_\_\_

1. Have any losses, lawsuits, administrative proceedings, including audits, investigations, or reviews by the Department of Labor or similar state agencies, including but not limited to the California Department of Industrial Relations, hearings or demands been made against the Applicant or any entity or person proposed for this insurance during the last five (5) years alleging violation of or investigating compliance with any wage and hour law, including but not limited to the California Labor Code? If yes, please provide details.

Yes

☐

No

☐

The undersigned declares that the statements set forth herein are true and include all material information. The undersigned agrees that if the information supplied in this Application changes between the date of this Application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance, but it is represented that the statements contained in this Application and the materials submitted herewith are the basis of the contract should a Policy be issued and have been relied upon by the Insurer in issuing any Policy. The Insurer is authorized to make any investigation and inquiry in connection with this Application as it deems necessary.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof. This Application and materials submitted with it shall be retained on file with the Insurer and shall be deemed attached to and become part of the Policy if issued. This paragraph does not apply in the states of Utah and Wisconsin.

NOTE TO UTAH AND WISCONSIN RESIDENTS: All written statements and materials furnished to the Insurer in conjunction with this Application are made a part hereof provided this Application and such materials are attached to the Policy at the time of its delivery.

### WARNING TO ALL APPLICANTS

<b>ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.</b>
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**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

The individual signing below is signing on behalf of the Applicant for this insurance and is authorized to do so.

_____ Date	_____ Signature of a Principal, Partner or Executive Officer
	_____ Printed Name and Title

If this Supplemental Application is completed in Florida, please provide the insurance agent's name and Florida license number. If this Supplemental Application is completed in Iowa, please provide the insurance agent's name only.

_____ Name of Insurance Agent	_____ License Identification No.
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\_\_\_\_\_  
Authorized Representative

If this Supplemental Application is completed in Wisconsin, please note the following:

- If the Insured cancels the Policy, earned Premium shall be computed on a short rate basis. The Premium shall be deemed fully earned if any Claim under the Policy is reported to the Insurer on or before the date of cancellation.
- An extended reporting period endorsement will not be issued unless the Insurer receives a written request for it within thirty (30) days after the Policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after the Policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

<i>SERFF Tracking Number:</i>	<i>BEAZ-125296037</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026156</i>
<i>Company Tracking Number:</i>	<i>BICI0027-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>Employment Practices Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0027</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125296037 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: AR-PC-07-026156  
Company Tracking Number: BICI0027-AR  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0010 Employment Practices Liability  
Product Name: Employment Practices Liability Insurance Program  
Project Name/Number: /BICI0027

## Supporting Document Schedules

		Review Status:	
<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	Approved	10/02/2007

**Comments:**

**Attachments:**

AR F777 - Forms.pdf  
AR F778.pdf

		Review Status:	
<b>Satisfied -Name:</b>	cover letter	Approved	10/02/2007

**Comments:**

**Attachment:**

AR Forms Letter.pdf

**Property & Casualty Transmittal Document (Revised 1/1/06)**

<b>1 . Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #: BEAZ-125296053	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
N/A	0000

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
Beazley Insurance Company, Inc.	CT	37540	04-2656602

<b>5. Company Tracking Number</b>	<b>BICI0027-AR (F)</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Renata A. Wright 30 Batterson Park Road Farmington, CT 06032	Sr.Compliance Analyst	860-677-3737 866-623-2953	860-679-0247	renata.wright@Beazley.com

<b>7.</b>	Signature of authorized filer	
<b>8.</b>	Please print name of authorized filer	Renata A. Wright

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0000 - Other Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0010 – Employment Practices Liability
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title</b> (Marketing title)	Employment Practices Liability Insurance Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
<b>14. Effective Date(s) Requested</b>	New: earliest approval      Renewal: earliest approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	9/21/2007

<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
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## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	BICI0027-AR (F)
<b>21. Filing Description</b>	[This area should be similar to the body of a cover letter and is free-form text]

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to modify our previously approved Wage and Hour filing which was approved by your Department under our Filing Number BICI0001-AR (F). Our original filing of this product was approved by your Department effective April 29, 2005 under our Company Filing Designation BICI-EPL-AR-01 (F).

In this filing we are expanding our Wage and Hour Coverage by offering our insureds higher limits while expanding the geography of this coverage. Because of this broadening of coverage the following modifications were needed:

- Due to substantial changes and reformatting of our currently approved Wage and Hour Coverage Enhancement Supplemental Application (BICMG10020107) we are replacing it with our newly developed Wage and Hour Coverage Enhancement Supplemental Application (F00001 082007ed.) which will enable our underwriters to gather the necessary information needed to underwrite this exposure;
- Submit for approval our newly developed Wage and Hour Coverage Enhancement Loss History Supplemental Application (F00002 082007ed.) which will be used to obtain prior loss information;
- Update our Wage and Hour Enhancement Endorsement (BICEP05791106) to remove item 3. a. and b. which will allow coverage to now be underwritten in the state of California. The updated endorsement number is BICEP06180707;
- Update our Wage and Hour Enhancement Endorsement (with Joint Employer Exclusion and Sublimit) (BICEP05801106) to remove items 3. a., b. and c. which will again allow coverage to be underwritten in the state of California. The updated endorsement number is BICEP06190707;

The following documents are attached as part of this filing:

- Required State Forms (if applicable);
- Sample copies of each form being submitted for approval;

We propose to implement this filing for all policies upon your earliest review and approval.

<b>22. Filing Fees</b>	(Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #: N/A</b> <b>Amount</b></p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>BICI0027-AR (F)</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>BICI0027-AR (R)</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Wage and Hour Coverage Enhancement Supplemental Application	F00001 082007ed.	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BICMG10020107	
02	Wage and Hour Coverage Enhancement Loss History Supplemental Application	F00002 082007ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Wage and Hour Enhancement Endorsement	BICEP06180707	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BICEP05791106	
04	Wage and Hour Enhancement Endorsement (with Joint Employer Exclusion and Sublimit)	BICEP06190707	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BICEP05801106	
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

September 21, 2007

Honorable Julie Benafield Bowman, Commissioner  
Arkansas Insurance Department  
1200 W 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

RE: Beazley Insurance Company, Inc.  
NAIC: Group Code: 0000  
Company Code: 37540  
FEIN: 04-2656602  
Employment Practices Liability Insurance Program  
Our Filing No.: BICI0027-AR (F)  
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to modify our previously approved Wage and Hour filing which was approved by your Department under our Filing Number BICI0001-AR (F). Our original filing of this product was approved by your Department effective April 29, 2005 under our Company Filing Designation BICI-EPL-AR-01 (F).

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Page 2

The following documents are attached as part of this filing:

- Required State Forms (if applicable);
- Sample copies of each form being submitted for approval;

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright  
Senior Compliance Analyst  
Tel: 866-623-2953 or 860-677-3737  
Fax: 860-679-0247  
E-Mail: [renata.wright@beazley.com](mailto:renata.wright@beazley.com)  
Enclosure